

Scotts® “Meijer Fly Away” Sweepstakes Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Scotts® “Meijer Fly Away” Sweepstakes (“Sweepstakes”) is open only to individuals who are legal residents of Illinois, Indiana, Kentucky, Michigan and Ohio; and at least eighteen (18) years old at the time of entry. Employees of The Scotts Company, Meijer Great Lakes Limited Partnership (“Meijer”) and its parent, subsidiaries, affiliates, representatives or agencies, and the MLB Entities (as defined below) as well as their immediate family (spouse, parents, siblings and children) and persons residing in the same household ~~members~~ of each such employee are not eligible to enter or win. The “MLB Entities” shall mean MLB Advanced Media, L.P., the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., the Major League Baseball Clubs (each, a “Club” and collectively, the “Clubs”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void in all states except Illinois, Indiana, Kentucky, Michigan and Ohio, all U.S. territories and possessions and overseas military installations and where prohibited or restricted by law. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: The Scotts Company LLC, 14111 Scottslawn Road, Marysville, OH 43041.

3. Timing: The Sweepstakes begins on April 26, 2015 at 12:00:01 am Central Time (“CT”), and ends on May 31, 2015 at 11:59:59 pm CT (the “Promotion Period”).

4. How to Enter the Sweepstakes: As detailed below, there are two (2) ways to enter the Sweepstakes:
(A) In-Store Purchase: During the Promotion Period, (i) make any purchase of \$30 or more, excluding sales tax, in qualifying Scotts® seed or fertilizer in a single transaction at participating Meijer retail locations (“Qualifying Purchase”); (ii) go online to www.meijer.com/Contests.cms and click on the Scotts Fly Away Sweepstakes link; and (iii) follow the on-screen instructions for entry in the Sweepstakes and enter the Sweepstakes PIN on your qualifying receipt, the required personal information (first and last name, street address (no post office boxes), city, state, zip code, email address, and daytime telephone number). By completing the steps above, agreeing to the Official Rules and clicking “Submit” you will automatically receive one (1) online entry into the Sweepstakes (“Online Entry”) subject to the terms of these Official Rules. **ALL ONLINE ENTRIES MUST BE RECEIVED DURING THE PROMOTION PERIOD. By entering Sweepstakes, entrants agree to receive marketing emails from Meijer, The Scotts Company, and Major League Baseball.** If the Qualifying Purchase or a portion thereof is returned for a refund such that the total purchase price of the Qualifying Purchase falls below \$30 prior to May 31, 2015, entrant may be disqualified, in Sponsor’s sole discretion.

(B) TO EARN AN ENTRY WITHOUT MAKING A PURCHASE : During the Promotion Period, (i) go online to www.meijer.com/Contests.cms and click on the Scotts Fly Away Sweepstakes link; and (ii) follow the on-screen instructions for free entry in the Sweepstakes and enter the required personal information (first and last name, street address (no post office boxes), city, state, zip code, email address, and daytime telephone number) By completing the steps above, agreeing to the Official Rules and clicking “Submit” you will automatically receive one (1) free entry into the Sweepstakes (“Free Entry”) subject to the terms of these Official Rules. **ALL FREE ENTRIES MUST BE RECEIVED DURING THE PROMOTION PERIOD. No purchase of any product is necessary to enter or win.**

There is a limit of one (1) Sweepstakes entry per person per day during the Promotion Period regardless of the method of entry, and a limit of up to thirty-six (36) Sweepstakes entries per person for the Promotion Period.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods may void that entrant's entries and that entrant may be disqualified, in Sponsor's discretion. Use of any automated system to participate is prohibited and may result in disqualification, in Sponsor's discretion. If a dispute arises about who submitted an entry, the authorized account holder of the email address used to register will be deemed to be the entrant. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g. business, educational institution, etc) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized user of the email address associated with the potential winning entry and that all eligibility requirements are met.

5. Winner Selection: Sponsor will randomly select one (1) potential Sweepstakes winner from all eligible entries received, on or around June 5, 2015. Winner will be notified by email and/or telephone on or around June 8.

Potential winner is subject to verification. Potential winner will be required to fully complete, sign and timely return an unaltered Affidavit of Eligibility/Liability Release provided by Sponsor, and, where lawful, an unaltered Publicity Release within seven (7) days of prize notification. If the potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if the winner cannot be verified, or if the winner is otherwise unable or unwilling to accept and claim the prize as stated, then the prize may, at Sponsor's sole discretion be awarded to an alternate in a subsequent random drawing. Sponsor may provide the winner with a W-9 which winner must complete and return to Sponsor for tax reporting purposes. Any prize won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents, if any.

Receiving a prize is contingent upon compliance with these Official Rules. Please allow 4-6 weeks for shipment of prize after confirmation.

6. One (1) Prize: One (1) winner will receive one (1) trip for winner and one (1) guest to attend two (2) 2015 Major League Baseball Regular Season MLB Team Home Games on two (2) consecutive days of winner's choice between July 1, 2015 and September 15, 2015 (hereafter "Trip"). The Trip consists of round-trip economy class air transportation for winner and one (1) guest between major commercial airport nearest winner's permanent residence (airline designated by Sponsor) and the major commercial airport that services the home city of the 2015 Major League Baseball Team selected by winner, two (2) nights hotel accommodations (one standard double occupancy room and tax), round trip ground transportation between airport and hotel and between hotel and the Major League Baseball stadium on the two (2) consecutive days where the Major League Baseball Regular Season MLB Team Home Games are played, and one (1) \$500 MasterCard Gift Card. The approximate retail value ("ARV") of the prize will not exceed \$3,000. The ARV is determined as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. Prize is non-transferable, is not redeemable for cash, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winner must complete the trip by September 16, 2015 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates. Winner and Guest must sign and return a Guest Travel Release within fourteen (14) days of prize notification. In the event the winner lives within one hundred fifty (150) miles of the city where the 2015 Major League Baseball Regular Season MLB Team Home Games are played (hereinafter, "Destination City"), Sponsor will provide the winner with round trip ground

transportation between the winner's residence and Destination City in lieu of the round trip coach air transportation from major commercial airport nearest the winner's residence. The dollar value difference between the round trip coach air transportation and ground transportation will not be provided to the winner. Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the prize description herein, including but not limited to ground transfers between winner's residence and airport of departure, ground transportation while in designated city (not stated herein) in-room charges (e.g., mini-bar, room service, telephone, movies), meals and beverages, gratuities, travel upgrades, baggage fees, and personal incidentals. Winner and/or Guests may be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided. The ARV of the prize may vary based on the commercial airport nearest winner's permanent residence, as well hotel fluctuations at the time of travel. Winner and guest must travel on the same itinerary. In the event the winner cannot travel on dates selected by winner, winner may be disqualified and the prize may be awarded to an alternate winner in a random drawing from among all remaining eligible entries provided sufficient time remains prior to the trip. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as prizes will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbances or any other reason. Winner and his/her guest agree to comply with all applicable ballpark regulations in connection with the prize. Sponsor and the applicable Sweepstakes Entities reserve the right to remove or to deny entry to any winner and/or his/her guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Sweepstakes Entities will not be responsible for weather conditions, acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Lineups and rosters are determined in the sole and absolute discretion of the applicable Club and are subject to change without notice. Major League Baseball game, event and exhibition tickets awarded as part of the prize may not be resold or offered for resale. Any such resale may result in disqualification and forfeiture of prize and may invalidate the license granted by the game tickets. If winner or a guest is deemed a minor under the jurisdiction of his/her state of residence, such winner or guest must be accompanied by a parent or legal guardian. No additional travel expenses or any other aspects of the prize will be awarded should the winner's or guest's parent or legal guardian be required to accompany the winner or guest. Sponsor is not responsible for any fees or additional charges resulting from a winner's or guest's changes to itinerary or accommodations. Travel is subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability and other material restrictions may apply. Winner and guests will be solely responsible for obtaining valid U.S. government photo identification prior to travel and the associated costs for these requirements. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. If the winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the prize award and no other compensation in lieu of the prize will be awarded. Winner and guest are responsible for obtaining his/her own medical and life insurance and the associated costs. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. Prize is taxable income to the winner and winner will be responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

7. Release: By receipt of the prize, winner agrees to release and hold harmless Sponsor, Meijer, the MLB Entities and their direct and indirect subsidiaries, suppliers, distributors, advertising/promotion agencies, and prize suppliers (if any), and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim

or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. The prize winner acknowledges and agrees the Released Parties have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prize.

8. Publicity: Acceptance of the prize constitutes permission (except where prohibited) for the Sponsor and its designee(s), including Meijer, to use winner's name, likeness, biography, statements, voice, image and any other personal characteristics, in any and all media now or hereafter known, for any purpose, including without limitation marketing, promotional and publicity purposes without additional compensation to each such individual or any limitation, and each such individual hereby releases Sponsor and its designee(s) from any liability with respect to such use.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Binding Arbitration: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Ohio law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be

construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

12. Governing Law & Jurisdiction: The Official Rules and the Sweepstakes are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 12 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Ohio, in the City of Columbus.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy found at <http://www.scotts.com/smg/gosite/Scotts-v2/privacy>.

14. Name of Winner: For the name of the winner, visit www.meijer.com/Contests.cms. The name of the winner will be posted after winner confirmation and verification are complete.

Major League Baseball trademarks and copyrights are proprietary to the MLB Entities. All rights reserved.

Abbreviated Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Sweepstakes starts 4/26/2015 at 12:00 am Central Time ("CT"); ends 5/31/2015 at 11:59 pm CT. **Must be legal resident of Illinois, Indiana, Kentucky, Michigan or Ohio, 18 years of age or older at time of entry.** Prize: two day trip for two to see two consecutive Major League Baseball games, airfare, hotel, and a \$500 gift card. Value estimated at \$3,000. See **Official Rules**, available at www.meijer.com/Contests.cms, for details including free entry instructions, prize details and additional conditions and restrictions. **By entering Sweepstakes, entrants agree to receive marketing emails from Meijer, The Scotts Company, and Major League Baseball.** Odds of winning depend on the number of entries received. Void where prohibited. Sponsor: The Scotts Company LLC, 14111 Scottslawn Road, Marysville, OH 43041.